BS&A Cloud

Request for Proposal for:

City of Kankakee, IL

Community Development Software Solutions

Submitted by:
BS&A Software
14965 Abbey Lane
Bath, MI 48808
(855) 272-7638

Kevin Schafer
Account Executive
kschafer@bsasoftware.com

Closing Date:
April 25, 2022
4:00 pm (Central)

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Section 1 - Letter of Intent/Executive Summary

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www.bsasoftware.com

April 25, 2022

City of Kankakee
Attn: City Clerk
304 S. Indiana Ave.
Kankakee, IL 60901

We are pleased to respond to the City of Kankakee's request for Community Development Software Solutions with BS&A Cloud, our new cloud-based ERP system.

The following details outline our solution including:

- Cloud Hosted Software as a Service
- Project Management and Implementation Services
- Training
- Ongoing Support and Maintenance

For over 30 years, BS&A Software has provided software solutions for local and county government. Governmental software is and has always been our sole focus. With over 2,000 clients, 200 employees and $30 million in annual revenue, BS&A is a proven leader in the governmental market.

We have reviewed the City's RFP and have a clear understanding of the goals, objectives and requirements. We are confident in our ability to deliver solutions that consistently exceed our client's expectations. Our success is evidenced with a greater than 99% retention rate.

Please do not hesitate to contact us with any questions you may have following the review of this proposal. I will be pleased to assist you, and can be reached at 855-BSA-SOFT.

 Sincerely,

Kevin Schafer
Account Executive
PH: 517.641.8900
FX: 517.641.8960
kschafer@bsasoftware.com

Executive Summary

Headquarters:	Primary Contact:	Secondary Contact:
BS&A Software, Inc.	Kevin Schafer	Jason Hafner, CPA
14965 Abbey Lane	Account Executive	Director of Implementation
Bath, MI 48808	PH: 517-641-8900	PH: 517-641-8900
(855) 272-7638	kschafer@bsasoftware.com	JHafner@bsasoftware.com

Overview

BS&A Software is proposing our fully integrated ERP solution in response to the City of Kankakee RFP for Community Development Software Solutions. Our response demonstrates our understanding of the City's requirements and our ability to provide comprehensive yet easy-to-use solution along with professional services ensuring a successful implementation. We have over 2,000 clients using our software, all within the public sector. Our clients range from small to large municipalities, special districts and county governments. We obtain and retain our clients by continually refining both our software and our processes, ensuring we meet and exceed all expectations, while delivering unparalleled support. Our Software is built with the latest web development tools available. BS&A Software utilizes Microsoft SQL as its database engine and is provided as a site license with unlimited concurrent users.

BS&A Software Benefits

Since 1987, our trademark has been to provide great software and world-class customer service. BS&A has prospered in the competitive public sector market; by doing business the right way. We believe in 100% controlled organic growth opposed to growth through mergers and acquisitions. As a private company we are able to focus on our clients and employees, without having to make sacrifices to satisfy shareholders.

- **Customer Support & Satisfaction –** BS&A believes that customer satisfaction is the single most critical factor to the long-term success of any company. We are so confident that we deliver the highest level of customer service and support that we have provided a complete client list as part of our proposal, in addition this list is also available on our company website. We encourage you to contact any of our existing clients, as they are our strongest advocates.
- **Money Back Guarantee:** If you are not satisfied with a BS&A product at any time during the first year, simply return it and we will refund 100% of the price of the software.
- **Site License:** As a standard process, BS&A provides each municipality with a site license, whereby they can run our software with an unlimited number of concurrent users. This makes it practical to provide access to BS&A software to as many users and departments as desired without incurring any additional license costs.
- **Data Conversion:** BS&A sets the bar in terms of data conversion efficiency, and minimizes efforts on the City's part. Instead of placing the burden of data conversion on you, we take the bulk of the responsibility for this process. We will not force you to provide data in a predefined BS&A format. Whether you choose to convert all of your data or just the critical components, BS&A conversion fees will not change, unless changes to the scope of the conversions are requested.
- **Integrations:** BS&A provides out of the box and user configurable integrations for a large number of required systems (Banks, State Government, IRS, Benefit Providers, Purchasing Cards, etc.) We do not charge any extra fees for these integrations and, in most cases, we will create similar integrations at no cost.
- **Professional Services:** BS&A representatives will deliver the implementation services for all of the proposed Modules, without the use of a third-party. Our Project Managers, along with our Implementation & Training team, have been involved in hundreds of successful projects similar to the City's.

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Mission Statement

BS&A Software is driven to excellence in all areas of our business. We focus our efforts on building lasting customer relationships through unparalleled support, and pursuing continued improvement in our solutions through innovation and customer feedback.

Company History

Bellefeuil, Szur & Associates, Inc. was incorporated in the State of Michigan in 1991 with a vision of providing public sector software exclusively for local and county governments in the State of Michigan. Our solution set has since grown to a full municipal ERP offering including Financial Management, Human Resource Management, Community Development, Utilities and Public Works, and Assessing and Property Tax solutions. With the growth in products, our customer base has expanded to include municipalities throughout the United States**.** We exclusively serve the public sector – all 2,000+ of our clients are local, county and other government entities. BS&A employs over 175 team members involved in development, sales, project management, implementation, training, and technical support. The majority of our staff are dedicated to the development and support of the proposed Modules. We are a privately held company, focusing on consistent controlled organic growth. We pride ourselves on having developed our solution in-house, allowing us to be responsive to customer and market feedback.
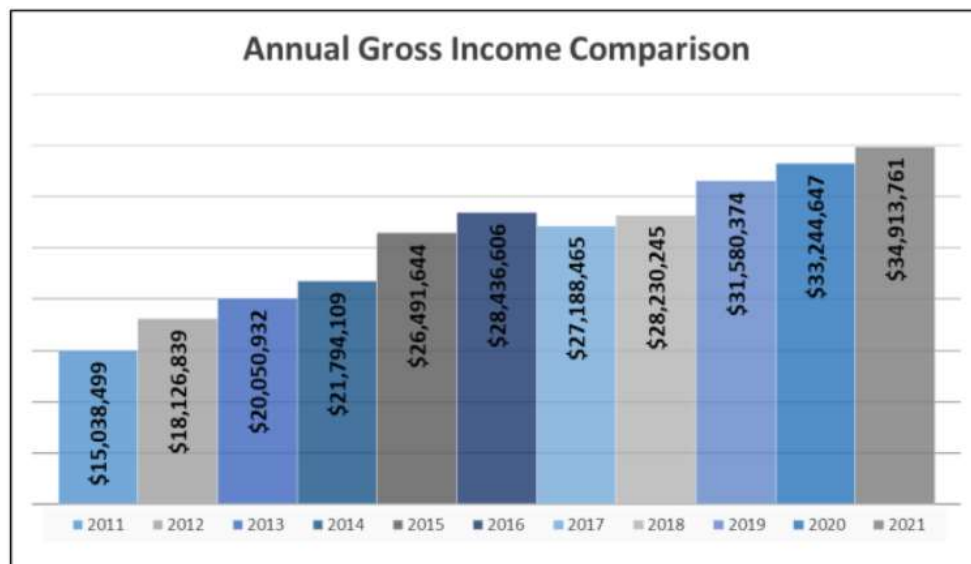
BS&A Software is an equal opportunity employer. BS&A Software prohibits discrimination based on a person's race, color, creed, national origin, age, sex, height, weight, religion, marital status, disability, pregnancy, genetic information, or any other characteristic.

Client Retention

Our superior software and service have not gone unnoticed in our market. Our track record speaks for itself. Over 2,000 government entities have successful implementations of one or more BS&A Software products. BS&A Software has enjoyed unprecedented 99% client retention over our entire product line for 25 years.

Continued Growth

Our gross sales have increased an average of 20% per year over the last several years. We are a consistently profitable organization that averages 20+% profit margins. We are managed very conservatively and carry no long-term corporate debt. Our gross income was nearly $32 Million in 2019, over $33 Million in 2020, and nearly $35 million in 2021

Annual Gross Income Comparison

Year	Gross Income
2011	$15,038,499
2012	$18,126,839
2013	$20,050,932
2014	$21,794,109
2015	$26,491,644
2016	$28,436,606
2017	$27,188,465
2018	$28,230,245
2019	$31,580,374
2020	$33,244,647
2021	$34,913,761

Section 2 – Response to Technical Requirements Worksheet

Requirement omitted.

Section 3 – Vendor Attachments

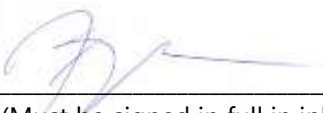**Attachment A: Vendor Offer signature and Certification Form**

Vendor Name: _____BS&A Software_____

        (Please type or print name of Vendor)

Street Address: ____14965 Abbey Lane_____

City: __Bath_____**State:**__MI_____**Zip:**___48808_____

Phone: ___517-641-8900_____**Fax:**__517-641-8960_____**E-Mail:**__kschafer@bsasoftware.com____

I certify that I am a duly authorized representative of the Vendor listed above. The City of Kankakee is hereby authorized to request from any individual or Vendor any information it deems necessary to verify any information provided by in this Proposal and to determine the capabilities and responsibility of Vendor as a prospective contractor with the City of Kankakee.

Signature: _____

        (Must be signed in full in ink by an officer of you Company)

Name: ____Kevin Schafer_____

        (please type or print)

Title: _____Account Executive_____

        (please type or print)

                                Date: ___4/4/2022_____

Attachment B: Vendor Profile

1, Vendor legal name: BS&A Software

2. Address of the office handling the Project: 14965 Abbey Lane, Bath, MI 48808

3. Federal ID number: 38-3024767

4. Type of Operation:
   Individual_____Partnership_____Corporation__X___Government_____

5. Can your company provide, upon request, certificates of insurance meeting the following requirements?
No_____ Yes__X___

6. The selected Vendor will be expected to sign an agreement containing the following indemnity clause:

"To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the consultant to the city unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason."

See Sample Software as a Service Agreement, section 18. Limitation on Liability and Damages.

7. Is the Vendor currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and direction terms.

No__X___ Yes_____

8. Are there any past or pending litigation or claims filed against the Vendor? If yes, pleas provide details of each including any affect they may have on their performance.

No__X___ Yes_____

9. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity? If yes, specify date(s), details, circumstances and prospects for resolution.

No__X___ Yes_____

10. Does any current relationship whether a relative, business associate, capital funding agreement or any other such kinship, exist between the Vendor and any City of Kankakee employee or official? If yes, please explain relationship.

No X   Yes____

11. Are there any circumstances impacting the Vendor that could affect their ability to perform under any award made through RFP process? If yes, please explain both the circumstances and impact.

No X   Yes____

12. Please provide a brief overview of the Vendor's history and relevant experience.

Company History

Bellefeuil, Szur & Associates, Inc. was incorporated in the State of Michigan in 1991 with a vision of providing public sector software exclusively for local and county governments in the State of Michigan. Our solution set has since grown to a full municipal ERP offering including Financial Management, Human Resource Management, Community Development, Utilities and Public Works, and Assessing and Property Tax solutions. With the growth in products, our customer base has expanded to include municipalities throughout the United States**.** We exclusively serve the public sector – all 2,000+ of our clients are local, county and other government entities. BS&A employs over 175 team members involved in development, sales, project management, implementation, training, and technical support. The majority of our staff are dedicated to the development and support of the proposed Modules. We are a privately held company, focusing on consistent controlled organic growth. We pride ourselves on having developed our solution in-house, allowing us to be responsive to customer and market feedback.

Experience

Over our 25 years of data conversions and implementation projects, we have learned a number of things to make this process better. Typical examples include:

1. **Data Conversion /Review:** Mistakes converting data delay projects, cause rework, and negatively affect team member morale. To ensure that there are no data conversion errors, we do two things. First, we review the data with the key stakeholders very early in the process. This provides ample time to correct any data conversion issues.

2. **Entity-Wide Buy-In:** It is critical to have all parts of the City informed of the plans and get everyone involved in the solution. This can be accomplished by involving as many departments as possible in key activities, such as: Initial Demonstration, Project Kick-off, and Process Review Sessions.

3. **Test Data and Environment:** When problems with data or processes arise late in the project, it is much more difficult to correct them. We believe that providing access to a test system, with your test data, allows for any potential problems to be identified early enough to be corrected without impacting the project schedule.

4. **Integrations:** Often times it will be necessary to provide integration to another system that was not planned for. BS&A makes every effort to help identify possible integrations. BS&A also provides numerous "code-less" configurable integrations. These allow for the creation of exports or imports into a wide variety of formats, without writing any software.

5. **Hardware:** Delays in procuring hardware can have disastrous impacts on the project schedule. In order to head off any delays, we meet with your IT team early on in the project to review planned hardware. If new hardware must be purchased, we will work with you to outline the specifications.

6. **Handle the Unexpected:** BS&A prides itself on being responsive, both in terms of training and development. If an unforeseen issue arises, our "Never let a customer fail" motto guides our response. We work together to find a way to resolve the problem and keep the project on schedule. This is something that we strongly encourage you to talk about with any of our customers.

13. How will the City of Kankakee benefit from the proposed solution?

BS&A Software is proposing our fully integrated Community Development Software Solution. Our response demonstrates our understanding of the City's requirements and our ability to provide comprehensive yet easy-to-use solution along with professional services ensuring a successful implementation. We have over 2,000 clients using our software, all within the public sector. Our clients range from small to large municipalities, special districts and county governments. We obtain and retain our clients by continually refining both our software and our processes, ensuring we meet and exceed all expectations, while delivering unparalleled support. Our Software is built with the latest web development tools available.

BS&A Software Benefits

- **Customer Support & Satisfaction –** BS&A believes that customer satisfaction is the single most critical factor to the long-term success of any company. We are so confident that we deliver the highest level of customer service and support that we have provided a complete client list as part of our proposal, in addition this list is also available on our company website. We encourage you to contact any of our existing clients, as they are our strongest advocates.
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- **Professional Services:** BS&A representatives will deliver the implementation services for all of the proposed Modules, without the use of a third-party. Our Project Managers, along with our Implementation & Training team, have been involved in hundreds of successful projects similar to the City's.

14. What additional value can the Vendor provide over its competition?
Since 1987, our trademark has been to provide great software and world-class customer service. BS&A has prospered in the competitive public sector market; by doing business the right way. We believe in 100% controlled organic growth opposed to growth through mergers and acquisitions. As a private company we are able to focus on our clients and employees, without having to make sacrifices to satisfy shareholders.

Attachment C: Description of Service

1. Provide a statement of the project approach, any unique benefits, and other considerations.

For over 30 years, BS&A Software has provided software solutions for local and county government. Governmental software is and has always been our sole focus. With over 2,000 clients, 200 employees and $30 million in annual revenue, BS&A is a proven leader in the governmental market.

We have reviewed the City's RFP and have a clear understanding of the goals, objectives and requirements. We are confident in our ability to deliver solutions that consistently exceed our client's expectations. Our success is evidenced with a greater than 99% retention rate.

Strategic Plan

BS&A Software has grown to become a well-recognized and successful software company for the public sector.   Our continued growth is dependent upon implementing the following:

A. Providing best in class municipal solutions using leading edge technology at a value price.

B.   Forging a company philosophy that challenges and rewards BS&A team members to consistently "go the extra mile" to solve client issues.

   Creating a "closed loop" feedback system between our clients, technical support, and developers leading to prompt issue resolution.

C. Continued investment in the development of our solutions by keeping a close eye on the needs of our clients.

D. Industry leading data conversion process to make the software transition as smooth as possible.

   Integrity, honesty, and a strong desire to be "extremely easy to do business with."

Keys to Success

All of our team members are expected to deliver the highest level of customer service. In order to ensure a successful system and implementation, we have identified the following objectives and strategies:

A. **Implement Operational Improvements:** BS&A strongly believes that while implementing a new system, numerous opportunities will arise to increase operational efficiencies. Our experienced implementation consultants will collaborate with your team to identify and incorporate best practices and process improvements that will tighten internal controls and increase productivity.

B. **Focus on Training:** A major contributor to the success of a new system is effective training. BS&A will customize a training plan specific to this project and your needs.

C. **Implementation Experience:** BS&A has successfully completed over a thousand implementations, and provides highly experienced project management resources to guide the project from start to finish.

D. **Support:** Delivering the highest quality customer care is the foundation upon which we have built our organization.

2. Provide an estimate of the earliest start date following execution of a contract.

BS&A schedules all projects on a first in/first out basis. Therefore, the estimated start date is dependent on the timing of contracts received. Currently, an executed contract would likely result in the kick-off call for the project occurring in approximately 1-2 months, with other activities to follow towards a go-live date approximately 12-18 months in the future.

3. Submit a work plan with key dates and milestones. Response should include:
   3a. Identification of tasks to be performed by Vendor.
   3b. Identification of task to be performed by the City of Kankakee.
   3c. Timeframes to complete performance of the identified tasks or expected timeframe in which the project would be completed.
   3d. Implementation strategy including transition plan if necessary.

Project Management

BS&A has developed a Project Management approach that leverages our extensive experience and skilled personnel. Our goal is to deliver every project on time and within budget. We combine our years of experience in governmental software with industry standard project management concepts and processes. Using these practices, we are confident in our ability to successfully deliver a project that will exceed the expectations for the City of Kankakee.

As part of this process, a member of our Project Management and Implementation Planning team will be assigned to coordinate your project. Our consultant will remain with you throughout the project and oversee the implementation process, schedule all necessary meetings, facilitate data transfer and conversion, and develop a detailed implementation plan. Coordination, documentation, and communication will be provided throughout the project by way of Microsoft SharePoint.

An overview of our planned method which follows a standard five-phased project management approach is detailed below.

Initiation: One of the first major activities of the project is the Kick -Off meeting with Project Stakeholders. The initial goals are to introduce team members, confirm and agree on project scope and initiate discussions on target timeline.

Planning: Comprehensive planning is the next major step in the process. Planning is completed and is put in place through a formal Implementation Plan. The plan specifically outlines dates, timelines, tasks, responsible persons, and schedule of events.

Execution: Execution is an extension of the planning process. It puts the Implementation Plan in motion and begins the key processes of data conversion and system configuration.

Control: Project control is a series of processes and steps that the project manager and other team members carry out to monitor the project in terms of progress, quality, changes, action items and issues. The ultimate purpose of project control is to manage work during each stage of the project and prepare for the next stage. One of the primary tools used to share information and to assist in project control will be a SharePoint site where project information is shared. A dedicated SharePoint site will be created to facilitate all project communication between BS&A and the City.

Closure: In this phase the project is completed and activities transition from implementation to our regular support processes. BS&A will remain onsite for the first several Go-Live dates, for each

Module if necessary. Additionally, follow-up visits may be scheduled to assess progress and answer questions. Of course, the BS&A support team is always here for you.

Project Risk Management

Any successful implementation project requires an assessment of the risks and developing strategies to mitigate them. At the ouset of the project, your project manager will identify and analyze project risk. As needed, they will implement strategies to minimize or eliminat those risks. Then, as the project progresses, they will continually monitor risks and discuss any changes during the regular project status meetings and/or calls..

The project risk management model that we follow is:

1. Identify
2. Analyze
3. Evaluate
4. Implement

Final Phase and Cut-Over

In the final phase of the project, you will be running BS&A as your primary system. For some modules this will simply involve transitioning from your current system to BS&A. For other modules, this may involve a short period of time where you are running both systems in parallel. We will make the cutover to BS&A, only after validating that both system achieve similar results. No matter which approach is used, BS&A will be onsite during these Go-Live periods to help quickly resolve any problems that may arise. At the conclusion of this phase, we will transition you to our support team.

Project Management Testimonials

"BS&A has gone massively above and beyond any sort of reasonable expectation – they always stand up and say 'we can solve that problem for you."

Steve Milford, Gulf Breeze FL

"I was impressed from the very beginning. We had worked very hard to identify our needs, so we already had an idea of how any software needed to function. The 'Discovery' process was fantastic. It helped users in the different departments understand the changes that were coming well in advance of training and go-live by letting them see the applications. The scheduling and meticulous thought that went into the timeline was great and it allowed me to show the department how things would flow."

Karen Scott, North Little Rock AR

"Speaking for the City, the entire process was an amazingly smooth one, and employees, management, and City Council are very pleased with the new software. Working with the BS&A project management folks, IT Team, and each implementation and training specialist was a pleasure. When things didn't work quite right, which was rare, it just provided comic relief!"

Melody N. Marlowe, Dahlonega GA

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Implementation Plan

Our goal with every project is to have clients who are completely satisfied with their selection of BS&A. We utilize our extensive experience to accomplish this in an efficient, accurate, and timely manner, making the transition from your current system as smooth and painless as possible. In the majority of our implementations we are able to have our clients live in less than one year.

BS&A's project management team will work with you to develop an implementation plan. Our approach is to jointly craft a plan that that leverages our experience and considers the needs of the project, the availability of BS&A resources and key dates/activities for the city. For example, many municipalities believe the best time to convert is at the start of a fiscal year. Our experience has shown that this is often the busiest time of year – not the optimal time to transition to new software.

Implementation meetings are held to discuss and review information about key topics and processes. This might include such things as: workflow processes, approval routing, banking information, reporting requirements, etc. As part of these meetings, key team members from the municipality are identified and included, ensuring that risks are identified and potential issues are addressed.

Implementation Approach

BS&A has developed a five phase approach to implementation.

Initiation: In the first phase of your implementation BS&A will assign a project manager that will lead you through your implementation. Once the project manager has been assigned our next step will be to schedule the project kickoff meeting. In this meeting we will introduce our project team to the key stakeholders on your end. BS&A will define and review the roles and responsibilities for each party. Your project manager will assess the scope of your project and create an implementation plan for your review. The next key event will be the extraction of your data so that our team may begin working on your preliminary data conversion.

Consultation: The consultation phase is one of the most critical to your implementation. Here is where we will be gathering information on your current and future

Implementation Testimonials

"As far as service goes, BS&A went overboard when it came to implementation. They went above and beyond making sure there were no inaccuracies after we left. Their support staff is exactly what they advertise it to be and more.""

Tom Kloss, Hutchinson MN

"I considered the BS&A implementation tem (to be) the expert in the implementation process and relied on their assurance (that) the transition would be as smooth as possible, and it was."

Melissa Burton, Overland MO

"Despite the COVID-19 Pandemic, we were not in a position to delay our ERP implementation. Based on our experience, BS&A was extraordinary and so customer-oriented. We score them a perfect 10! Do nothing different!"

John DeLeo, SR, Cape Canaveral FL

processes as part of our business process review. BS&A will make recommendations based upon our own experiences as well as industry best practices. Our goal is to work with you in the redesign of your business processes to create a more efficient environment with greater internal controls.

Conversion: A key aspect of the data conversion process is to review your preliminary data conversion with you. In a typical implementation, BS&A will convert your data no less than three times: the preliminary which we will review with you, a second conversion to provide up to date account information prior to training, and the final data conversion just before the cutover to BS&A.

System Setup: As we enter this phase, your implementation specialist will be working with you to make any final configuration changes. They will set up roles, users and security rights, configure and test system workflows and integrations, and set up your custom forms.

Training/Go-Live: Our training team will be working with you and your team as we run parallel cycles in BS&A and confirm the results with your legacy system. We will ensure things are configured correctly prior to Go-Live. They will review the new processes with you and transition you to the BS&A support team.
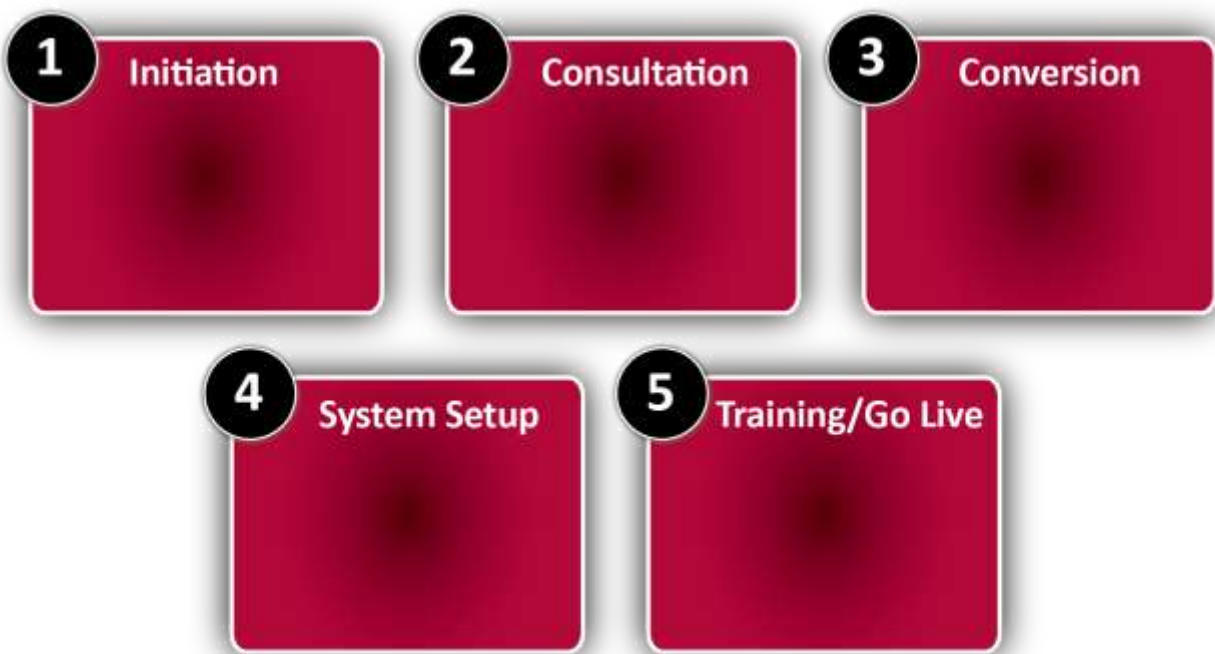
Proposed Implementation Schedule

Dates are estimated based on the expected Go-Live date and are subject to change.

Timetable	Scope of Work
1 Month Post Signing	**Kick-Off Meeting –** This meeting will assemble all project stakeholders to discuss expectations and concerns. BS&A Software will lead the discussion and review: project scope, team, roles & responsibilities, project management processes and timing.
	Assemble Project Team – The respective Project Managers will administer the day-to-day operations of the project.
	Establish a timeline for project components such as conversions, customizations, program training.
5 Months Pre Go-Live	**Meet with the City IT team** to identify possible network issues and review existing system configurations.
	City reviews hardware requirements and begin the process of purchasing/installing new server(s) and workstations if necessary.
4-5 Months Pre Go-Live	**Preliminary Data Conversion & Data Review –** Begin process of converting City's existing data into BS&A, following the agreed upon conversion plan.
	City sends preliminary data to BS&A for analysis and first run of data conversions. Upon completion of initial conversion, BS&A meets with key stakeholders to review conversion output. If necessary, the conversion will be updated and the process will be completed again until we have successfully converted all data. During this process, we will also gather requirements for any required program customizations.
4 Months Pre Go-Live	**Install programs** in test environment for learning and evaluation purposes. This allows time for staff to become familiar with the Modules, execute test cases and review tutorials prior to formal training. Final converted data to be installed at a later date.
0-2 Months Pre Go-Live	**Implementation/Training**
	The converted data will go through a Quality Control test. BS&A will first review/test the data, and then pass it to the City for their review and critique.
	BS&A begins Program Training. This will familiarize staff with the new software and processes.
1 Month Post Go-Live	**Evaluation**
	After you are up and running we don't disappear. We will conduct a post project review meeting to tie up any loose ends and evaluate the entire process. We want your feedback to make sure you're completely satisfied and learn of anything that could be done to make our process better.

Sample – High Level Work Plan

The following Sample Implementation Schedule details the overall implementation timeframe and schedule of events. The dates, times and order of events are subject to change based on availability of the City and BS&A teams. This will be determined at the kick-off meeting should BS&A be the selected vendor. BS&A guarantees that the system will be fully functional according to the completion document once finalized at the commencement of the project.

Sample Implementation Schedule
[Below Template will be updated to fit your needs]

Task	Responsible Parties (Bold is Primary)	Start	Duration
Initiation Activities			
Conduct Kick-off Meeting	**BS&A** and City	1 month post signing	1 day
Review Project Scope and Project Management Process	**BS&A**	1 month post signing	1 day
Establish Project Meeting Schedule	**BS&A** and City	1 month post signing	1 day
Assemble BS&A Project Team	**BS&A**	1.5 months post signing	1 day
Assemble City Project Team	**City**	1.5 months post signing	1 day
Create Initial Project Timeline	**BS&A** & City	1.5 months post signing	1 day
IT and Data Conversion Activities			
Meet with City IT Staff to review Hardware Configurations	**BS&A** and City	5 months pre go-live	1 day
Extract Preliminary Data from current System	BS&A and **City**	5 months pre go-live	1 week
Conduct Data Mapping and Develop Data Conversion Routines	**BS&A**	5 months pre go-live	1 month
Conduct Review of Converted Data with City	**BS&A** and City	4 months pre go-live	Approx. 1 day
Install Programs	**BS&A**	4 months pre go-live	1 day
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and **City**	3 months pre go-live	2 days
Conduct Analysis of Current Forms	**BS&A** and City	3 months pre go-live	1 day
Conduct Review of Required Reports	**BS&A** and City	3 months pre go-live	1 day
Conduct Analysis of System Interface Requirements	**BS&A** and City	3 months pre go-live	1 day
Develop Best Practices Recommendation	**BS&A**	3 months pre go-live	1 day
Approve Recommendations	**City**	3 months pre go-live	1 day
Create System Specification Document	**BS&A**	3 months pre go-live	3 days
Implementation			
Create Forms	**BS&A**	0-2 months pre go-live	2 days
Create Reports	**BS&A**	0-2 months pre go-live	2 days
Conduct Acceptance Testing	**City**	0-2 months pre go-live	2 days
Conduct Final Data Extraction	**City**	1 week pre go-live	2 days

Convert Final Data	**BS&A**	1 week pre go-live	2 days
On-site Set-up for Users & Configuration Items	**BS&A**	0-1 month pre go-live	4 days
Training			
On-site Training	**BS&A and City**	0-2 months pre go-live	Varies
Post-Project Activities			
Conduct Post Project Review & Assessment	**BS&A and City**	1 month post go-live	Varies
Conduct Post Implementation Follow Up Training	**BS&A and City**	TBD	TBD

Data Conversion Plan

Data conversion is a critical aspect of any ERP implementation project. The BS&A team has completed thousands of data conversions and hundreds each year. Leveraging this experience, we have evolved our processes to the point where they are Best-In-Class. This process maximizes BS&A technical experience while minimizing your efforts. Many software providers will minimize the importance of converting your historical data, in some cases to the point of recommending eliminating conversions. Conversely, BS&A recommends comprehensive conversion of your data.

Data Conversion Process

Our data conversion process minimizes the work on your part and maximizes your ability to access historical data. Following is an outline our data conversion process.

Data Extraction & Formatting

BS&A will work with the City to determine if it is possible for us to extract data from your current system. In the event that this can be accomplished, the City will simply need to provide access to the data, and assistance in running some reports to aid us in balancing the data. In some cases, where the data is not accessible, or not in a readable format, it may be necessary for the City to provide data layouts, or work with your current provider to extract the data from your current system.

Preliminary Data Conversion/Mapping

One of the early activities in the project is to extract an initial copy of your data. BS&A consultants will then map your existing data into the appropriate fields within BS&A. This mapping will be used to drive the development of our data conversion routines. Once those routines are developed, a preliminary conversion is conducted.

Data Review

Once we have converted the initial data, it will be installed onsite for review by your transition team and BS&A staff. Together, we will walk through the data to determine if we need to make any changes to our data conversion approach. Any deficiencies in the raw data and/or conversion process are identified and addressed. From this point forward, the data will remain on your test system for evaluation throughout the remainder of the process.

BS&A SOFTWARE.

Data Conversion Testimonials

"We had zero trouble migrating data over to BS&A. The conversion in total was fantastic. They showed us examples of how they converted data from our old system to BS&A for other customers, so we were able to see exactly how our data would appear. Having been through multiple conversions and software migrations, this is the easiest one I've ever had. The process was as smooth as anyone could expect."

Paula Schafer, Greenfield WI

"BS&A has obviously perfected the process by converting hundreds of municipalities and counties. I don't know what other vendors do to convert customers, but I believe that BS&A's approach is the best."

Karen Scott, North Little Rock AR

Final Conversion

Just prior to the cut-over date for a particular Module, we will again extract a copy of your data to obtain all the latest transactions. We will re-run our conversion and load the data onsite into the appropriate BS&A Module

Scope of Data Conversion

The cost proposal identifies conversion costs. The scope of those conversions is specified in the following table.

Application	Scope of Conversion
Building Department	Property Information, Open Permits, and History Data Parcel & Owner Information with be Imported from the County
Business Licensing	Businesses, Licenses, and History Data

Testing Approach

Our testing plan outlines the activities and processes necessary to ensure that the project objectives are successfully accomplished. A variety of different testing activities are undertaken throughout the project with the end goal of having the city confident in the overall solution, well before the Go-Live date. The following summarizes the key testing activities:

1) Data Conversion Testing

The converted data will go through an internal BS&A validation with each iteration of a data conversion. With the goal being to identify any issues with data, due to data mapping, legacy data issues or conversion errors. Our goal is to have acceptance of data conversion prior to the Go-live period. To achieve this goal, BS&A, will reconcile balances, record counts and other available metrics to validate the converted data. After we have completed this initial review, we will then collaborate with the city for further review and confirmation.   By validating the data conversion early, it provides for ample time to adjust or modify the project plan to ensure success.

2) System Testing

System Testing is the overall approach used to validate that an entire system satisfies the requirements, business processes, and operational objectives. The purpose of this testing is to validate the efficacy of the business process decisions made throughout the project. This is accomplished by running a set of sample transactions that reflect your business processes.

3) Integration Testing

Integration testing is intended to verify operational requirements between modules and third party Modules. Test cases should be constructed to test that modules interact correctly and any interaction with third party systems creates the desired results. Integration testing will be conducted for any contracted integration, customization or interface delivered by BS&A

BS&A's Project Specific Roles

BS&A Software will use the following roles during the project:

- **Project Management and Implementation Planning Director**
  - Has overall accountability for the project and provides a point of escalation for the customer.
- **Account Manager**
  - Escalate internal issues as needed.
- **Project Manager**
  - Has day-to-day accountability for the project.
  - Scheduling and leading the Kick-Off Meeting
  - Manages and coordinates all activities and resources associated with the project.
  - Produces and maintains the project plan
  - Responsible for and leads the work associated with the development of the customer's new processes
  - Leads the on-site process review
  - Hold regular conference calls with Organization project manager to review status and progress of project and to identify any outstanding issues
  - Manage Change Orders
- **Implementation Specialist**
  - Responsible for and leads the work associated with the development of the customer's new databases
  - Participates in the on-site process review
  - Develops best practices recommendations
  - Assist with forms analysis & creation
  - Assist with data conversion analysis
  - Assist with report analysis & creation
- **Development**
  - Create custom integrations
  - Perform data conversion
  - Develop enhancements or bug fixes
- **Training Specialist**
  - Participates in creation of the training plan
  - Responsible for and leads the cutover and delivery of the training
  - One lead training specialist will be identified to coordinate all training activities
- **IT**
  - Assists with the extraction of test and production data from the customer's existing applications.
  - Responsible for the installation of the BS&A applications on the customer's production environment.
- **Subject Matter Experts**
  - May assist as required

Note: there may be a number of people fulfilling each role.
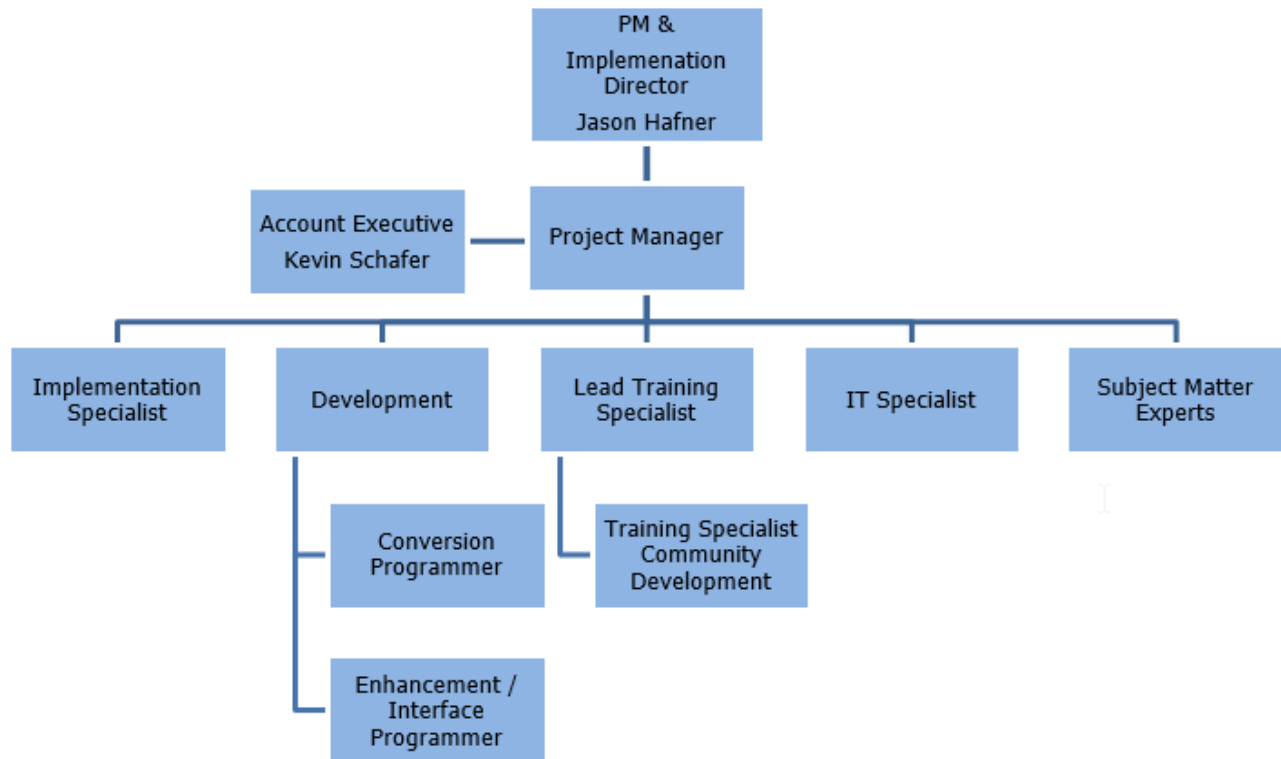
Organization's Project Specific Roles

We recommend the following roles for Organization employees for this Project

- **Project Champion**
  - Escalate and resolve issues raised by project manager
  - Insure Organization-wide buy-in and support
- **Project Manager**
  - Manage completion of project planning documents
  - Identify and communicate to BS&A project manager requirements for a successful implementation
  - Coordinate with BS&A project manager to develop and maintain implementation schedule which identifies specific milestones and establishes accountability
  - Schedule Organization resources for training: personnel, equipment and training rooms.
  - Identify additional employee training needs and update schedule
  - Ensure that employees accomplish tasks on time, including monitoring homework assignments
  - Review invoices and approve payment in accordance with the contract and associated milestones
  - Oversee project and monitor progress with BS&A project manager
  - Develop conversion specifications with BS&A
  - Coordinate analysis and proofing of conversion data
- **Subject Matter Experts**
  - Provide detailed policy/process information
  - Analyze potential policy/process changes
  - Subject matter experts on selected modules
  - Participate in knowledge transfer and analysis sessions

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- Sign off on system design
- Participate in form design
- Participate in validation of conversion
- Participate in testing and parallels
- Assign department resources for training and internal project tasks
- Complete workflow and security templates for all end users
- Attend all training sessions or appoint an appropriate management level designee
- Assess end user competency on trained topics
- Assess policy compliance
- Provide end users with dedicated time to complete required homework tasks
- Act as supervisor/cheerleader for the new BS&A processes
- Identify and communicate to Organization project manager any additional training needs or scheduling conflicts
- Help document lessons learned at end of each phase and signoff on formal acceptance for phase close-out

- **IT Specialist**
  - Assist with data extraction
  - Procure and install any required hardware
  - Add new users and printers
  - Perform basic server system maintenance
  - Ensure all users understand BS&A log-on process and have necessary permission for all training sessions
  - Ensure network and infrastructure is sound

- **End User**
  - Attend Training as offered
  - Complete tasks as assigned
  - Practice skills learned within training before live processing date.
  - Communicate departmental needs as needed
  - Communicate any problems to project manager or subject manager expert
  - Demonstrate competency with BS&A applications processing prior to GO LIVE

4. **Provide summary resumes for proposed project team members or assigned staff, including their specific experiences with similar projects, qualifications and special expertise, and number of years with your company.**

Account Executive

Name	Kevin Schafer Account Executive
Education	Bachelor's degree in Sales and Business Marketing
Date of Hire	2011
Responsibilities	Sales executive for ERP Systems
BS&A Project Experience	Involved in numerous local and county implementations including Melvindale City, MI; Flagler Beach, FL; Huron County, MI; Missaukee County, MI; and Muskegon Heights City, MI
Prior Work Experience	2008 - 2011 *Lipari Foods* - Account Manager 2004 - 2008 *US Capital Mortgage* - Loan Officer

Project Management & Implementation Planning Team

BS&A Software will provide information on personnel likely to be assigned to the project. In an effort to most effectively use resources, personnel will be assigned to the project upon commencement of implementation.

Name	Jason Hafner, CPA Director of Project Management and Implementation Planning
Education	Bachelor's degree in Accounting
Date of Hire	2003
BS&A Project Experience	Involved in numerous local and county implementations including Greenfield, WI; Muskegon County, MI; Northbrook, IL; Clark County, OH; Skokie, IL; Longboat Key, FL; Great Lakes Water Authority, MI
Prior Work Experience	1998 - 2003 *Abraham and Gaffney-Certified Public Accountant Firm* -Senior in charge Accountant; Set up and training of new software; Conducted audits of governmental entities

Name	AJ Wood Community Development Data Analyst
Education	Bachelor Degree in Finance
Date of Hire	2015
Responsibilities	Implementation logistics; data conversions
Prior Work Experience	2015 - 2018 *BS&A Software* – Community Development Implementation Specialist

Name	Jeremy Latuszek Community Development Project Manager	
Education	Bachelor's degree in Marketing	
Date of Hire	2008	
Responsibilities	Implementation logistics; data conversions; training arrangements, Report Designer, data and logical program testing	
BS&A Project Experience	Involved in numerous local and county implementations including Skokie, IL; Tifton, GA; Altoona, PA; Sullivan's Island, SC; Jupiter Island, FL; Shoreview, MN; La Vista, NE; Winfield, IL; Prior Lake MN; Tequesta, FL; Lake Bluff, IL; Wyoming, MI	
Prior Work Experience	2008 - 2012	*BS&A Software* – I.T. Support

Name	Kyle Schian Community Development Implementation Specialist	
Education	Bachelor's Degree in Finance & Business Administration	
Date of Hire	2015	
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems	
BS&A Project Experience	Involved in numerous local and county implementations including: Southfield, MI; Warren, MI; Romulus, MI; Dearborn Heights, MI; Macomb Twp, MI; Clark County, OH; Greenfield, WI; Victoria, MN; Skokie, IL; Park Forest, IL; Lincolnshire, IL; Overland, MO; North Little Rock, AR; Woodstock, GA; Medley, FL	
Prior Work Experience	2014 - 2015	*Nolan Transportation Group* – National Accounts Manager

Name	Mark Puetz Product Manager	
Education	Bachelor's degree in Accounting	
Date of Hire	2004	
BS&A Project Experience	Involved in numerous local and county implementations including Muskegon City, MI; Lincoln Park City, MI; Lowell City, MI; West Bloomfield Township, MI; Jackson City, MI; and Fenton City, MI	
Prior Work Experience	2002 - 2004	*Thomson Reuters* – Software training

Name	**Ryan Klein** Product Manager
Education	Master's degree in Business Administration; Bachelor's degree in Economics
Date of Hire	2011
BS&A Project Experience	Involved in numerous local and county support projects including The Villages, FL; Flint City, MI, Huntingburg, IN; Medley, FL; Muskegon County, MI
Prior Work Experience	2011 – 2020 *BS&A Software – Utility Billing Support Specialist* 2011 *State of Michigan, Michigan Department of Corrections –* Parole Board Student Assistant

Name	**Sue Hoch** Community Development Data Analyst
Education	Bachelor Degree in Geography
Date of Hire	2015
Responsibilities	Implementation logistics; data conversions
Prior Work Experience	*Defense Mapping Agency –* Cartographer *Manatron, Inc. –* GIS Programmer *City of Kalamazoo –* GIS Coordinator/Senior Systems Analyst

Name	**Zack Kelly** Community Development Project Manager
Date of Hire	2018
Responsibilities	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience	Involved in numerous local and county implementations including Plymouth, Mn; Cape Canaveral, FL; Tucker, GA; Oconee County, GA; East Lansing, MI; Countryside, IL; Hayden, ID
Prior Work Experience	2014 - 2018 *Medler Electric –* Inside Sales

Implementation and Training Team

BS&A Software will provide information on personnel likely to be assigned to the project. In an effort to most effectively use resources, personnel will be assigned to the project upon commencement of implementation.

Name	**Rob Burritt** Director of Implementation and Training
Education	Bachelor's degree in Accounting
Date of Hire	2011
BS&A Project Experience	Involved in numerous local and county implementations including Clinton Charter Twp, MI; Huron Charter Twp, MI; Redford Twp, MI; Shorewood Village, WI; Festus, MO; Marquette, MI; Angola, IN; Grand Haven City, MI; Jeffersonville, IN; Flint, MI; Jackson County, MI; Westland, MI
Prior Work Experience	2006 - 2011 *RTS Consulting, Inc.* – Senior Client Manager; Installed and configured software systems, training, provided recommendations for new software procedures 2000 - 2006 *TCI Solutions/Retalix Ltd.* – Manager/Professional Services; Training on new software procedures, software implementation, consult and coordinate with analysts and programmers to design and develop automated business procedures.

Name	**Cindy Baran** Community Development Implementation Specialist
Education	Bachelor's degree in Entertainment, Sport, and Promotion Management
Date of Hire	2016
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems
BS&A Project Experience	Involved in numerous local and county implementations including: Grand Haven Twp, MI; Greenville, MI; Round Lake Beach, IL; Gilberts, IL; Elburn, IL; Flint, MI; Island Lake, IL; Skokie, IL; Longboat Key, FL; Tequesta, FL; Gretna, NE; Bennettsville, SC; Isle of Palms, SC; Rochester, MI; Royal Oak, MI; Livingston County, MI
Prior Work Experience	2014 - 2015 *Macomb County's Martha T. Berry Medical Care Facility* – Administrative Support 2013 - 2014 *Northwood University* – New Student Coordinator for Admissions 2001 - 2016 Professional Figure Skating Coach

Name	**Dalton Butts** Community Development Implementation Specialist
Education	Associates Degree in Digital Media
Date of Hire	2020
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems

Name	**Dustin Grimes** Community Development Implementation Specialist
Education	Associates Degree in Digital Media
Date of Hire	2019
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems

Name	**Joel Kinell** Community Development Implementation Specialist
Date of Hire	2018
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems
BS&A Project Experience	Involved in numerous local and county implementations Montcalm County, MI; City of Easley, SC; Village of Riverside, IL; City of Plymouth, MN; Chippewa County, MI; Village of Mukwonago, WI; City of Lake Forest, IL; City of East Lansing, MI

Name	**Kelly Crull** Community Development Implementation Specialist	
Education	Bachelor's degree in Public Administration and Political Science	
Date of Hire	1996	
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems	
BS&A Project Experience	Involved in numerous local and county implementations including West Melbourne, FL; Oakland County, MI; Lincolnshire, IL; Greenfield, WI; Channahon, IL; Warren, MI; Charlevoix County, MI; Plymouth Twp, MI; Roseville, MI; Madison Heights, MI	
Prior Work Experience	1996 - 2012 1993 - 1995	*BS&A Software* – Training and support of property applications *City of Battle Creek* – Property Appraiser

Name	**Ryan Romer** Community Development Implementation Specialist
Education	Bachelor's degree in Psychology
Date of Hire	2020
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems

Attachment D: General Training Guidelines

Training Approach

Training is a critical part of any software implementation. Effective training of your staff will increase efficiencies and ensure a successful project. BS&A Software performs training in person and onsite at your facilities using your data. While onsite is our preferred method, BS&A Software has adapted due to the current environment and COVID-19 and is currently offering remote training where necessary.

Your onsite implementation specialist will work closely with your staff to execute the implementation plan. Some general objectives of all training include.

- Familiarization with BS&A Software's user interface and global functionality
- Software configuration to fit your needs
- Configuration and testing of custom workflow
- User and security setup
- Group training sessions
- Verification of converted data for balancing and audit purposes

Our implementation specialists teach in a friendly, relaxed yet professional manner, which helps alleviate any apprehension your staff may have over learning a new system and ensures their buy-in of the entire project.

Every project is unique and requires its own customized training plan. Your BS&A Implementation team will work with you to create a training plan to ensure your project's success. BS&A Software utilizes multiple training methods including end user, classroom, and train the trainer. Where practical, we find a hands-on end user training approach at your desk most effective. This method will be used for the majority of your primary users training. For the more casual users we offer training in a classroom environment, allowing for a greater number of users to be trained concurrently. When appropriate, in some limited cases we will deploy a train the trainer method. In all cases, we utilize your converted data, easing the transition for your users and delivering the best results.

BS&A will provide customized training documents to assist with your training. The training materials provided can be

Training Testimonials

"The onsite training far exceeded my expectations. They were very patient, very diligent during reconciliations and very knowledgeable. The staff were highly trained and experiences."

Karin Callan, Douglasville GA

They had an answer for everything we threw at them and presented a 'can do' philosophy with a strong commitment and track record on customer service."

Victor Curfman, Altoona PA

"One of the biggest things for us was the trainers who were here. They related very well to us, they were in the tranches with our staff, and became a part of the Cooper City family."

Karen Correa, Cooper City FL

"Overall, the training and support staff experience has been excellent. They are very accessible, they answered all of our questions, and we had a number of conference calls to discuss questions which was very helpful."

Kristen Berhorst, Cole County MO

used, copied, combined and/or distributed for any City training sessions.

End User Training
The estimated number of training days for end user training for City staff on all software modules:

Software Setup	Days: 4
Community Development Modules	Days: 52
	Total: 56

User Groups and Conferences
BS&A Software offers complementary regional user groups to our clients. This gives the opportunity to network with other communities that are BS&A Clients, review best practices within the software, and learn the new features and functionality that have been added to the software in the last 12 months.

Attachment E: Vendor/Solution Provider Contact Data

This section is for Vendors to enter information for any partners and associated vendors they are recommending for the core products they are proposing. This also includes the proposed peripheral hardware recommendations for the associated systems to support the applications proposed.

While this may not be the final contractual list of providers, it must represent the Vendors best representation of the final architecture as understood currently.

Prime contractor Information:

	Information
Vendor Name:	BS&A Software
Address:	14965 Abbey Lane
Address:	Bath, MI 48808
Contact Name:	Kevin Schafer
Contact Title:	Account Executive
Office Phone:	(517) 641-8900
Email:	kschafer@bsasoftware.com
Comments:	

Other Vendor:

	Information
Vendor Name:	N/A
Address:	
Address:	
Contact Name:	
Contact Title:	
Office Phone:	
Email:	
Comments:	

Attachment F: Vendor References

REFERENCE (1):
Customer Name: **Village of Morton Grove, IL**

Address: 6101 Capulina Ave
City: Morton Grove
State: IL
Zip: 60053

Contact Name: Boyle Wong, Information Systems Manager
Telephone: 847-663-3021
Fax: 847-965-4162
E-Mail: bwong@mortongroveil.org

No. of Years Installed: 8 years

REFERENCE (2):
Customer Name: **Village of Libertyville, IL**

Address: 118 W. Cook Avenue
City: Libertyville
State: IL
Zip: 60048

Contact Name: Bob Leavitt, Electrical Inspector
Telephone: 847-918-2021
Fax: 847-918-9439
E-Mail: bleavitt@libertyville.com

No. of Years Installed: .NET Version since 2018; Cloud Version since 2021

REFERENCE (3):
Customer Name: **Village of Lincolnshire, IL**

Address: 1 Olde Half Day Road
City: Lincolnshire
State: IL
Zip: 60069

Contact Name: Ben Roesler, Assistant Village Manager
Telephone: 847-883-8600
Fax: 847-883-8608
E-Mail: broesler@lincolnshireil.gov

No. of Years Installed: 6 years

Appendix – Additional Information

Functionality of Proposal Software
BS&A Cloud is web-based software that streamlines all government business practices, allowing information to be easily shared across all parts of the organization.

Global Functionality

- Dashboards are customizable to display data relevant to a specific user or role in multiple different formats e.g. charts, graphs, tiles and list views.
- Notifications can be provided whenever an action is required for approval or if a record or field is updated. These notifications can be sent within the Module or via text or email.
- Internal chat provides an efficient way for your team members to collaborate while working within the Module.
- Customizable workspaces and views allow for each user to view a set of data in the most relevant manner. Multiple workspaces can be saved with different filters allowing each user to quickly view the same data in different ways.
- Our powerful customizable workflow allows the software to be configured to meet your needs and work with your processes. Workflow can route documents for approval, notify you when a specific record or field has been updated, and even automate the running of a report.
- Master name and address records allow the user to inquire as to what any person or company owes the city across all modules.
- Role based security simplifies the creation and deployment of security and user setup as well as the ongoing maintenance.
- Favorites enables the user to customize the menu to their specified preference allowing for quick and easy navigation of the Module.
- Global Search enables you to search or navigate the system by simply typing what it is you would like to view or do. This eliminates the need to remember where to click to run a process or view a specific record.
- Single Page Module (SPA) architecture reducing the need to always refresh a screen or open a new tab.
- Unlimited user defined fields on all record types.
- All reports can be emailed or printed to Excel, PDF, or other Modules and file formats.
- Individual User Report Profiles allow users to run saved sets of reports.
- Detailed audit tracking to log all changes made.
- Integration with GIS Integration with Laserfiche ECM Suite.

Building Department

Projects combine multiple aspects of your Planning Zoning and Engineering (PZE), permitting, inspection, and accounting processes. This provides a centralized view of complex construction projects for both planning and building departments. It has been designed to be customized as each department's process can be quite intricate. Documents and email can be put to work electronically by triggering specific events to happen, all of which are part of a workflow designed to ease your data entry and extraction.

Track permits from application to finish. From the start, the Add Permit tool speeds data entry while ensuring critical information is entered. Link to existing Contractor and Licensee records, or add them on the fly. Calculate costs by selecting items from your fee schedules and add them to the invoice. Take payments, issue permits, and print receipts as required. Once the permit is issued, use inspection tools to schedule and process inspections. Productivity tools assist you with the creation of letters and the attachment of images and

documents. Attach reminders manually or automatically through a workflow to a permit or inspection so that no follow-up gets lost in the shuffle. Use workflow rules to automate common activities: apply fees, schedule inspections, generate letters, create reminders, send emails, and more.

Use our flexible scheduler to set your appointments and schedule inspections. Create violations with user-defined checklists. Append information through our "Quick Text" screen. Track violations, their location, details, and current status. Use the violation text in Correction Notice letters or repair emails. Capture images of violations directly into the inspection history.

The Building Department module comes ready to handle the accounting requirements of your community. Enter invoices, take payments and bond deposits, do adjustments and transfers, and print receipts. Run balance reports to match your totals. Generate detailed and summary general ledger information for deposits. This module also allows for Configurable Workflow and Bluebeam Integration.

BS&A's Planning, Zoning, and Engineering (PZE) allow for the tracking of all of a municipality's process steps, documents, related activities, and procedures involved with the PZE aspect of Community Development. It has been designed to be customized, as each department's process can be unique. Each step can contain one or more requirements such as reviews, meetings, or other activities. PZE processes also support configurable fees, prerequisites, and inspections.

Track all property maintenance issues such as weeds, trash, inoperable vehicles, etc. The Code Enforcement feature of our Building Department software offers comprehensive management of the entire process. Once the case is generated, use Inspection tools to schedule and process inspections. Productivity tools assist you with the creation of letters and the attachment of images and documents.

Attach reminders manually or automatically through a workflow to an inspection so that no follow-up gets lost in the shuffle. Use workflow rules to automate common activities: apply fees, schedule inspections, generate letters, create reminders, send emails, and more.

Business Licensing
BS&A Software comprehensive business licensing module is designed to manage the licensing process from application through issuance and renewal. The system provides a central repository for all businesses within your municipality.

Customizable License Types
The system supports configurable license types including business, liquor, hospitality, street vendors, etc. Each License type has its own defaults for fees, expiration, renewals, proration, and accounting.

Inspections and Approvals
Each license type can be configured for its own unique approval and/or inspection processes.

Configurable Fee Types
The system supports a wide variety of fee types, ranging from simple flat fees to complex fee schedules with unique calculations. These fees can be customized for all different business license types and occupational taxes. Each fee can have its own penalty and/or late fee.

Key Features:
- Enter an unlimited number of businesses, license types, inspections, etc.
- Deny and approve licenses and renewals en-masse
- View multiple license statuses for a business on one license history screen
- NAICS codes are available to be searched as well as maintained when the codes change
- Verify passed inspections before issuing licenses

BS&A Online - Community Development

Key Features:
- Online Applications: Enables contractors and the general public to submit applications and required documents online
- Inspection Scheduling: Enables contractors and the general public to submit requests for inspections online
- View My Activity: Enables contractors and the general public to easily access allactivity related to their account or property
- Building Department Search: Performs a search by any record number, including addresses, permits, and certificates
- Payment of Fees: Enables contractors and the general public to pay for permit and other fees online

Support and Maintenance

BS&A believes that providing superior support is the key to success. We have over 60 team members dedicated to supporting our software, along with over 30 software developers to provide a higher level of assistance when needed. Our technical support team continuously receives outstanding evaluations from our customer base!

BS&A's management measures the success of the support team in several ways. First, approximately 3 weeks after conclusion of the project, we conduct a Post-project review. The purpose of this activity is to determine what aspects of the project went well and uncover any areas where improvements need to be made. If any additional training or support activities are required those will be completed to ensure satisfaction with the project. Then, after approximately 60 days post-implementation, a member of the senior BS&A management team will conduct an additional follow up. Here the focus is two-fold, improving future projects and determining if there is anything needed to ensure your complete satisfaction. Each team member is evaluated based on several criteria; however the greatest weight is given to their overall customer care, product and process knowledge, and willingness to consistently go above and beyond to solve customer problems.

BS&A tracks statistics for issues reported, average call duration, and the average time to reach issue resolution, as well as other metrics. This information is monitored for the purposes of evaluating our effectiveness and efficiency. We believe each call should be given the appropriate amount of assistance, and our ultimate goal is complete satisfaction.

Annual Fees

Unlimited support is included in your annual fee. BS&A reserves the right to increase the annual fees by no more than the yearly CPI.

Onsite Support

BS&A staff will be at your location during the implementation, training, and final Go-Live dates. Additional onsite training or support is available for $1,000 /day, plus travel expenses. For example, if you want a representative onsite for training new staff, we can provide that.

Software Updates

Our support platform includes software updates/enhancements for each Module that are available to all current customers on a monthly basis, and are accompanied by an update log that details the changes/enhancements. All updates are cumulative and there is no need to install each update in a sequential fashion in order to patch properly.

BS&A Software has, and will continue to be, committed to statutory and process compliance changes as deemed necessary at the Federal or State level. All users with paid support agreements receive periodic updates. Program changes are researched thoroughly and active communication is maintained with the appropriate State agencies.

System Support

Our support team is available Monday through Thursday, 8:30 a.m. – 6:00 p.m., and Friday from 8:30 a.m. – 5:00 p.m. (EST). The average response time is less than 15 minutes; 95% of our support requests are answered in under 30 minutes. All calls are answered by a live team member, are queued and taken in the order received. Support via email and remote assistance is also available. Email support requests can be initiated directly from within any BS&A Module. With your annual support agreement, there is no limit on the number or frequency of support calls. Support assistance outside the normal business hours, can be available upon

request. If client's problem cannot be resolved during the phone call, database backups can be sent for BS&A Support staff to review with our Developers, and City will be updated in a timely manner.

Sharing Desktops
Our support consultants have the ability to connect with your workstation, so that we see exactly how you are encountering the problem. If needed, we can take over control of your desktop to walk you through a resolution.

<u>**SAMLE SOFTWARE AS A SERVICE AGREEMENT**</u>

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the City of XXX, XXX County XX ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

SECTION A – SAAS SERVICES

1. **Rights Granted.**
    1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
    1.2. Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

2. **Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

3. **SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A.**

4. **Ownership.**
    4.1. BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.
    4.2. Customer retains all ownership and intellectual property rights to the data.

5. **Limited Software Warranty.**

5.1. BSA warrants, for the term of use granted, that the BSA Software Products will perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. One Year Money Back Guarantee. BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

7. SaaS Services.

7.1. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.2. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.3. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.

7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.

7.5. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.

7.6. Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

SECTION B – PROFESSIONAL SERVICES

8. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A,** for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.

9. **Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.

10. **License and Ownership.**
    10.1. All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
    10.2. Subject to Section 9.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

11. **Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

12. **Limited Professional Services Warranty.**
    12.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.

12.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

13. Customer Site Access and Assistance.

    13.1. Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)

    13.2. At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

SECTION C – MAINTENANCE AND SUPPORT

14. Maintenance and Support Generally.

    14.1. For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following; (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.

    14.2. Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.

    14.3. BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

14.4. Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

15. Support.

15.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

15.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

15.3. Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

15.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – THIRD PARTY PRODUCTS

16. Third Party Products.

16.1. BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).

16.2. BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

SECTION E – GENERAL TERMS AND CONDITIONS

17. **BSA Proprietary Information.**

   17.1. Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").

   17.2. Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.

   17.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.

   17.4. If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

18. **Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMTED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

19. **Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

20. **Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.

21. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

22. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court in the United States of America lying in the Western District of Michigan.

23. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.

24. **Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.

25. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A.**

26. **Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.

    26.1. Termination for Cause. If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.

    26.2. Force Majeure. Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.

    26.3. Lack of Appropriations. If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.

    26.4. Failure to Pay SaaS Fees. Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. In Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.

    26.5. Convenience. If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.

27. **Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

28. **No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement will not act as, or be deemed as, a waiver or modification to this Agreement, nor will such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.

29. **Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.

30. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fine, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

31. **Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

    If to BSA:
    BSA Software
    14965 Abbey Lane
    Bath, MI 48808
    Attn: Contracts Manager
    Telephone: 517-641-8900

    If to Customer:
    Name
    Address
    CSZ

    Telephone:

32. **Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.

33. **Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.

34. **Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.

35. **Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

36. **Taxes.** Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.

37. **U.S. Government Rights.** Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.

38. **Export Control**. Certain uses of the Software by Licensee may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. Licensee agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.

39. **Contract Documents and Order of Precedence.** The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

> *Exhibit A – Payment Terms Generally*
>> *Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees*
>> *Schedule 2 to Exhibit A – Professional Service Fees*
> *Exhibit B – Annual Service and Hosting Fees*
> *Exhibit C – Support Call Process*

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received

2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.

3. BSA shall invoice Customer $XX,XXX upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.

4. BSA shall invoice Customer $XXX,XXX upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule 1.

5. BSA shall invoice Customer $XX,XXX at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

Schedule 1 to Exhibit A

SaaS Fees

Schedule 2 to Exhibit A

Professional Services Fees

EXHIBIT B

Annual Service Fees

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and from 8:30 a.m. to 5:00 p.m. (EST), Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

A. **Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

B. **Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

C. **Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.

D. **Issues/Bugs.** Errors fall into three (3) subcategories:

i. **Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.

ii. **Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.

iii. **Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

Hardware Requirements

Personal Computer Specifications

Minimum Workstation Requirements

- 5 Mbps download bandwidth for every 20 concurrent users; the faster the connection, the better.
- 4GB of RAM
- 1 GHz processor
- 1366 x 768 screen resolution recommended

Certain types of BS&A functionality require the Microsoft Windows Operating System. These include:
  - Interfacing to Cash Receipting printers and cash drawers for accepting payments
  - Directly scanning in documents as attachments
  - Using Desktop Apex Sketch System with BS&A Cloud Assessing
  - Using Desktop BS&A Report Designer to design reports

Server Specifications (defined as a computer running a Windows Server Operating System)

Minimum Server Requirements

There are no server requirements if all software functionality is within BS&A Cloud. This is because Cloud servers are deployed and managed by Microsoft Azure Data Centers and BS&A personnel. *If at least one of the BS&A Software .NET applications still resides on-premise, please visit the following link for our .NET hardware specifications document.*

https://www.bsasoftware.com/wp-content/docs/HardwareNet.pdf

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